

**ETC Tiger Pipeline, LLC**

**FERC NGA Gas Tariff**

**Filed Agreements**

**Effective April 1, 2016**

**(Version 1.0.0, Agreement) K 300000 (Chesapeake Energy Marketing, L.L.C.)**

**Option Code "A"**

## AMENDED AND RESTATED

ETC TIGER PIPELINE, LLC (TIGER)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED April 1, 2016  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: Chesapeake Energy Marketing, L.L.C.

2. MDQ: 700,000 Dth per Day, effective April 1, 2016 through December 31, 2016

600,000 Dth per day, effective January 1, 2017 through December 31, 2017

500,000 Dth per Day, effective January 1, 2018 through December 31, 2030

3. TERM: April 1, 2016 through December 31, 2030.

4. Service will be ON BEHALF OF:

☒ Shipper or

☐ Other \_\_\_\_\_, (a/an) \_\_\_\_\_

5. ☒ Other This Agreement amends and restates the Transportation Rate Schedule FTS Agreement dated April 22, 2010.

6.

SHIPPER'S ADDRESS

CHESAPEAKE ENERGY MARKETING, L.L.C.

Attn: Contract Administration

6100 N. Western Ave.

Oklahoma City, Oklahoma 73118

TIGER'S ADDRESS

ETC TIGER PIPELINE, LLC

Attn: Contract Administration

1300 Main St.

Houston, Texas 77002-6803

7.

a. Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by TIGER to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in TIGER's FERC Gas Tariff as may be revised from time to time.

b. Refunds. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in TIGER's FERC Gas Tariff, as may be revised from time to time. Except as otherwise expressly set forth in a negotiated rate agreement, the immediately preceding sentence is not intended to limit, nor shall it be deemed to limit, the applicability under Shipper's Agreement of periodic adjustments pursuant to Section 36 of TIGER's General Terms and Conditions.

c. Shipper and Tiger understand and agree that this Agreement shall be subject to TIGER's FERC Gas Tariff and the regulations and negotiated rate policies of the FERC, including without limitation any requirements for TIGER to file for and receive FERC approval of the Negotiated Rates.

d. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Agreement, as may be revised from time to time.

e. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either TIGER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

f. Succession and Assignment. The Agreement may be transferred by assignment pursuant to Section 25 of the General Terms and Conditions of TIGER's FERC Gas Tariff or by capacity release pursuant to Section 14 of the General Terms and Conditions of TIGER's FERC Gas Tariff. Except as provided for in Section 25 of the General Terms and Conditions, no other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to TIGER without the prior express written consent of TIGER. The Agreement may be assigned by TIGER to a wholly or partially owned affiliate, special purpose joint venture, or partnership.

g. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TIGER or Shipper.

h. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

i. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of TIGER's FERC Gas Tariff.

j. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT.

k. Entire Agreement. This Agreement contains the entire agreement between TIGER and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A, B, and C are a part of this Agreement. No waiver, representation or agreement shall affect this Agreement unless it is in writing.

Agreed to by:

ETC TIGER PIPELINE, LLC

Isi: [Signature]  
NAME: Matthew S. Rangan  
TITLE: Vice President & C.O.O.

CHESAPEAKE ENERGY MARKETING, L.L.C.

Isi: [Signature]  
NAME: Domenico DeLusso Jr.  
TITLE: EVP & CFO

[Signature]  
SA